

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
HARTFORD FIRE INSURANCE	:
COMPANY,	:
	:
Plaintiff,	:
	:
-against-	:
	:
COMBI LINE INTERNATIONAL, S.P.A.,	:
	:
Defendant.	:
-----X	

07 CV 11606 (MGC)
ECF CASE

ANNE C. LEVASSEUR, having been duly sworn, deposes and states the following upon the penalties of perjury as per 28 U.S.C. § 1746:

1. I am a member admitted to the Bar of this Honorable Court and am an attorney in the firm of Lennon, Murphy & Lennon LLC, attorneys for the Defendant Combi Line International, S.P.A. ("Combi").

2. I submit this Declaration in support of Combi's Motion to Dismiss Plaintiff's Complaint.

3. Attached hereto as Exhibit 1 is a true and accurate copy of the front and back side of the Bill of Lading contract number 016112284-C dated December 17, 2006 entered into between Combi Line International, S.P.A. as carrier and Multiax International SPA as shipper.

Executed at Southport, CT this 3rd day of September, 2008.



Anne C. LeVasseur

EXHIBIT 1

EXPRESS

BILL OF LADING (NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER")

Shipper

MULTIAX INTERNATIONAL SPA
VIA SEGALUZZA, 25
33170 PORDENONE, ITALY

Reference

Consignee (if "To Order" so indicate)

MULTIAX CNC INC
4245 44TH ST. SE SUITE 8
GRAND RAPIDS, MI 49512, USA

Notify party (No claims shall attach for failure to notify)

SAME AS CNEE

COMBI LINE

Global consolidation services

Sede legale operativa: 20090 SEGRATE (MI) - Via Cassanese 224 (Milano Oltre Palazzo Palladio)
Tel +39 02 213087.1 Fax +39 02 26928442 - e mail: info@combi-line.it - p.va 03973730957

Delivery of goods through

PAN STAR EXPRESS (CHICAGO) CORPORAT
1134 TOWER LANE
BENSENVILLE
PH. FAX.

RECEIVED by the Carrier the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading any local privileges and customs notwithstanding. The particulars given below as stated by the shipper. Weight contents and value of the goods are unknown to the Carrier.

In WITNESS thereof one (1) original Bill of Lading has been signed if not otherwise stated hereafter, the same being accomplished the other(s), if any, to the void, if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Ocean vessel		Voy no.	Port of loading	Place of receipt	
NORDSEA		549W	GENOVA		
Port of discharge		Place of delivery		Freight payable at	Numb. of origin. B/L's
NEW YORK, U.S.A.		NEW YORK, U.S.A.		DESTINATION	0/ (NONE)
Marks and numbers		No. of Pkgs or Shipping Units	Description of Goods (said to contain)	B/L No.	
1X40'OT EXCU 042031/6 SEAL:135157		11 PKGS	SHIPPER'S STOW LOAD AND COUNT SAID TO CONTAIN MULTIAX "T" SERIES CNC ROUTER, MODEL T 0115-3615 COMPLETE WITH STANDARD ACCESSORIES FREIGHT COLLECT EXPRESS BL, NO ORIGINAL REQUIRED	Gross weight of cargo In Kilos 7.350,00	
* FCL/FCL TRAFFIC		* FREIGHT TO BE COLLECT TRC: COLLECT			

Loaded into container(s)

Excess value declaration refer to clause 6 (4) (B) + (C) on reverse side

SEAL:

FREIGHT AND CHARGES

Freight Tons.

Rate (U.S. Dollars)

Per (CBM or ton)

* Shipper is fully responsible for freight collect unpaid at destination *

DISBURSEMENT

* The contract evidenced by or contained in this Bill of Lading is governed by the law of Italy, and any claims or dispute arising hereunder or in connection herewith shall be determined by Courts of Italy and no other Courts *

Shipped on board the vessel

COMBI LINE INT'L SPA

Date

17/12/2006

Signed by

AS CARRIER

Signed on behalf of the Carrier

COMBI LINE INT'L SPA
AS CARRIER

(terms continued onback hereof)

Place and date of issue

MILAN

17/12/2006

CONDITIONS

1. DEFINITIONS

Carrier means COMBILINE INTERNATIONAL S.P.A. ITALY whose benefit of Lading has been signed.

Merchant includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignee of the Goods or the endorsement of this Bill of Lading or otherwise.

"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to consolidate goods.

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.

"Combined Transport" arises when the Place of Acceptance and/or the Place of Delivery are indicated on the face hereof.

"Port to Port Shipment" arises where the Carriage called for by this Bill of Lading is Combined Transport.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff.

2. CARRIER'S LIABILITY

The limits of the Carrier's applicable Tariff are incorporated herein.

Copies of the relevant provisions of the applicable Tariff are available from the Carrier or its agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDENTITY

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person whatsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imputes or attempts to impose upon any such person or any vessel owned or by any such person any liability whatsoever in connection with the Goods without first making out of negligence on the part of such person and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof.

Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit, and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent and trustee for such persons.

5. CARRIER'S RESPONSIBILITY

(a) Port to Port Shipment
Where the Carriage called for by this Bill of Lading is a Port to Port Shipment then

(1) the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods shall have been transhipped shall be determined in accordance with any national law making the Hague Rules or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February, 1968 (Hague-Visby Rules) compulsorily applicable to this Bill of Lading (including the UK Carriage of Goods by Sea Act 1924, the Australian Sea Carriage of Goods Act 1924 and the New Zealand Sea Carriage of Goods Act 1949) or if there be no such national law, in accordance with the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated 25th August, 1924. All the terms of this Bill of Lading (except (b) below) shall apply to such Carriage save that if any term in this Bill of Lading is inconsistent with or repugnant to the Hague Rules or the Hague-Visby Rules as the case may be it shall to the extent of such inconsistency or repugnance and no further be null and void.

Notwithstanding the aforesaid if any claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof, the Carrier shall be liable for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel.

(2) In this purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid.

(b) Combined Transport
Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage occurring during Carriage to the extent set out below.

(1) Where the stage of Carriage where loss or damage occurred is not known

(a) Exclusions
Where the stage of Carriage where the loss or damage occurred is not known the Carrier shall be relieved of liability for any loss or damage to such loss or damage was caused by

(i) an act or omission of the Merchant.

(ii) insufficiency of or defective condition of packaging or marking.

(iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(iv) inherent vice of the Goods.

(v) Striking, lock-out, stoppage or restraint of labour the consequences of which the Carrier could not avoid by the exercise of reasonable diligence.

(vi) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy.

(vii) any cause or event which the Carrier could not avoid and the consequences of which it could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof
To a burden of proving that the loss or damage was due to one or more of the causes or events specified in this sub-clause (b) (1) shall rest upon the Carrier save that, when the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in paragraph (b) (1), (b) (v) above, it shall be presumed that it was so caused.

(c) The Carrier shall, however, be entitled to prove that the loss or damage was not, in fact caused either wholly or partly by one or more of these causes or events.

(d) Amount of Compensation
(i) Compensation shall be calculated by reference to the value of such Goods at the place and time when they were delivered to the Merchant or at the place and time when they were last delivered to the Merchant.

(ii) The value of the Goods shall be determined according to the current commodity exchange price or if there is no such price according to the current market price, or if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(iii) Except as provided in sub-clause (c) (2) above, compensation shall be in accordance with the provisions of paragraph (d) (i) above, based on the net weight of the goods lost or damaged.

(iv) Where the stage of Carriage where loss or damage occurred is known

(i) Notwithstanding anything provided for in sub-clause (b) (1) above and subject to Clause 14 (Deck Cargo and Live Stock), where it is known

during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined (a) by the provisions contained in any international convention or national law, which provisions

(b) cannot be departed from by private contract to the detriment of the Merchant, and

(c) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

Provided that an international convention or national law shall determine the Carrier's liability as aforesaid only if it would have been applicable if the contract referred to in (b) above were governed.

(d) Where the loss or damage occurred between the time that the Goods were received by the Carrier for Carriage and the time that the Goods were loaded at the port of loading by the Internal Law of the state of the place of receipt or

(e) where the loss or damage occurred during carriage by sea, by the Internal Law of the state of the final port of discharge or

(f) where the loss or damage occurred between the time that the Goods were discharged at the final port of discharge and the time that the Goods were delivered to the Merchant, by the Internal Law of the state of the place of delivery.

(g) Where no international convention or national law would apply by virtue of (a) above, by the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading dated 25th August 1924. If the loss or damage is known to have occurred at sea or on inland waterways, or

(h) by the provisions of sub-clause (b) (1) in cases where the provisions of paragraphs (b) and (c) above do not apply.

Where under the provisions of this sub-clause (b) (2) to the liability of the Carrier shall be determined by the provisions of any international convention or national law, this liability shall be determined as though the Carrier were the carrier referred to in any such convention or national law.

References in this sub-clause (b) (2) to the Internal Law of a state shall be deemed to exclude all principles of private international law applied by that state.

For the purposes of this sub-clause (b) (2) references in the Hague Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly.

(i) Special Provisions for Combined Transport
(a) Notice of loss or damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to its representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or if the loss or damage is not apparent within seven consecutive days thereafter.

(b) Time of delivery
Subject to any provision of this Clause 5 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered.

(c) Extension of Limitation
The Carrier shall not be entitled to the benefit of the limitation of liability provided for in (b) (1) (i) above if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(d) General (applicable to both Port to Port Shipment and Combined Transport)
(i) Delay
The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in sub-clause (b) (2) above the Carrier shall in no circumstances be liable for direct indirect or consequential loss or damage caused by delay.

Where under the provisions of (b) (2) above the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to the relevant stage of transport provided this is not contrary to the international convention or national law concerned.

(ii) Supply of Containers
The terms of the Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier for Carriage or delivered to the Merchant.

(iii) Act of Vessel
Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this Bill of Lading, has been stated in this Bill of Lading and extra freight paid as required, in that case the amount of the declaration shall be substituted for those limits. Any particular loss or damage shall be adjusted pro rata on the basis of such declared value.

(iv) Hague Rules Limitation
Subject (b) (2) above, whenever Hague Rules are applicable, otherwise than by national law, in determining the liability of the Carrier, the liability shall in no event exceed 2100 sterling per package or unit.

(v) Scope of Application
Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage. The extent and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action be founded in Contract or in Tort.

6. SHIPPER-PACKED CONTAINERS
If a Container has not been stored by or on behalf of the Carrier

(a) the Carrier shall not be liable for loss of or damage to the Goods contained in it;

(b) the measure in which the Container has been stowed; or

(c) the unsuitability of the Goods for carriage in Containers; or

(d) the unsuitability or defective condition of the Container provided that where the Container has been provided by or on behalf of the Carrier

(i) paragraph (a) shall only apply in the unsuitability or defective condition arose without any fault or due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the merchant at or prior to the time when the Container was stowed;

(ii) the Merchant shall indemnify the Carrier against any loss, damage liability or expense whatsoever and howsoever arising caused by or in connection with the matters referred to in paragraph (a) (i) (b) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (ii) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisos referred to in that paragraph apply.

7. INSPECTION OF GOODS
The Carrier or any person to whom the Carrier has sub-contracted the Carriage or an person authorised by the Carrier shall be entitled but under no obligation, to open any Container or package at any time and to inspect the Goods.

8. CARRIAGE AFFECTED BY CONDITION OF GOODS
It appears at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures (i) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take any measure (ii) and, in any reasonable

additional expense to carry or to move the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat under cover or in the open at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition except as otherwise noted, of the total number of Containers, packages or other units or weight of other contents described on the face hereof. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.

(2) Except as provided in sub-clause 9(1) above no representation made by the Carrier as to the weight, contents, measures, quantity, quality, description, condition, marks, numbers or values of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

10. SHIPPER'S RESPONSIBILITY
(1) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out or omitted have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses suffered or resulting from inaccuracies, or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

11. FREIGHT AND CHARGES
(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event.

(2) The Merchant's obligation is drawn to the stipulations concerning demurrage in which the Freight is set at rate or exchange, deviation and other contingencies relative to Freight in the applicable Tariff.

(3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure or revalue the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to arithmetical times.

(4) Except as may be provided to the contrary in the applicable Tariff unpaid charges shall be paid without any set-off counterclaim deduction or duty of execution.

(5) Freight and liquidated damages under sub-clause 11 (3) above may be recovered by the Carrier from any person owing the same to the Merchant in Clause 1 whether or not such person is the Shipper.

12. LIEN
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under the contract and for general average contributions to whatsoever due and for the cost of recovering the same and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

13. OPTIONAL STOWAGE
(1) The Goods may be stowed in poop forecastle, deck house shelter deck, passenger space, trailer space or any covered-in space commonly used in the trade for the carriage of goods.

(2) The Goods may be loaded by the Carrier in Containers.

(3) Goods of any nature or kind may be carried on deck or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules for which the Hague-Visby Rules will be applicable to the Carriage under the provisions of Clause 5 (Carrier's Responsibility) hereof for the purposes of the Hague-Visby Rules.

14. DECK CARGO (AND LIVESTOCK)
The Goods (not being Goods in Containers other than trucks or pallets which are stowed herein to be carried on deck (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

(2) Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for injury, illness, death, delay or destruction of livestock whether caused or contributed to by the act and/or omission of the Carrier or by the unseaworthiness or unfitness of any vessel, cask, conveyance, Container or other place existing at any time. In the event of the Merchant, in his sole discretion, considering that an livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the carriage of such livestock.

15. METHODS AND ROUTE OF TRANSPORTATION
(1) The Carrier may at any time and without notice to the Merchant -

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face hereof by any other means of transport whatsoever;

(c) unpack any and all the Goods which have been stowed into a Container and forward the same in a Container or otherwise.

(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;

(e) load or unload the Goods at any place or port (whether or not any such port is named elsewhere as the Port of Loading or Port of Discharge) and store the Goods at any such place or port.

(f) employ with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the benefit of certain conditions.

(g) permit the vessel to proceed with towed boats.

(2) The vessel set out in sub-clause (1) may be replaced by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including unloading, reweighing, lashing or being lashed, adjusting instruments, drying, dunnage and lashing vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

(3) By tendering Goods for Carriage without any written request for Carriage in specified Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

16. MATTERS AFFECTING PERFORMANCE
If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the liability of the Carrier or any part thereof solely or partly to be carried or carried further) and however arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for carriage) and which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the Carriage is commenced) may either

(a) Without notice to the Merchant abandon the Carriage or the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem suitable and convenient, whenever after responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight on Goods received for Carriage and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such place or port, or

(b) without prejudice to the Carrier's right subsequently to abandon the Carriage under (a), upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat, even in the terms of this Bill of Lading, against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward Goods, the Carriage of which has been suspended as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Place of Delivery named in the Bill of Lading.

17. DANGEROUS GOODS

(1) No goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which are or may become liable to damage and properly whatsoever, shall be tendered to the carrier for Carriage without his express written and without the Carrier or other conveying in which the goods are to be transported the goods being duly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with any applicable laws, regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or in the opinion of the Carrier the articles are or are liable to become dangerous, inflammable or damaging, the carrier may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

(2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.

(3) Whether or not the Merchant was aware of the nature of the goods the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this Clause.

(4) Nothing contained in this Clause shall deprive the carrier of any of his rights otherwise provided for.

18. REGULATIONS RELATING TO GOODS
The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fees, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any law, regulation or requirement relating to marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

19. NOTIFICATION AND DELIVERY
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor release the Merchant of any obligation hereunder.

(2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand at or on any wharf, quay or place on any day and at any time, whereupon the liability of the Carrier (in any) in respect of the Goods shall terminate discharged as aforesaid shall be deemed to be without prejudice to any claim of the port to the contrary and notwithstanding that any charges, duties or other expenses may be or become payable, if such are used, other than at the request of the Merchant in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional charges (except for the cost of the cargo as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and of Clause 5 until they are discharged from such Carriage. The Merchant shall take delivery of the Goods upon discharge. All expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.

(3) Where the Carriage called for by this Bill of Lading is Combined Transport the merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).

(4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call for the Goods to take delivery thereof, whether the carriage is called for by this Bill of Lading as a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to unload the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore afloat, in the open or under cover, at the sole risk of the Merchant. Such discharge shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored, stowed (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall fall upon demand be paid by the Merchant to the Carrier.

(5) If the Merchant fails to take delivery of the Goods within thirty days of the becoming due under sub-clause (2) (b) above or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of that value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

20. BOTH TO BLAME COLLISION
If the (carrying) ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship the Merchant undertakes to pay the Carrier, or where the Carrier is not the owner and in possession of the carrying ship to pay to the Carrier as insurer for the owner and/or demise charterer of the carrying ship a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the owner or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge or any ship or shore objects, other than or in addition to the colliding ships or objects, are at fault in respect to a collision, stranding or other accident.

21. GENERAL AVERAGE
General average shall be adjustable to the York/Antwerp Rules of 1914 at any place or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or if the Carrier does not so require within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's liability to the Merchant.

22. VARIATION OF THE CONTRACT, ETC.
No servant or agent of the Carrier shall have power to vary or alter the terms hereof or to add any variation or variation in writing and is specifically authorized or limited in writing by the Carrier.

23. LAW AND JURISDICTION
Any claim or dispute arising under this Bill of Lading shall be determined by the Courts of the country where the Carrier has its principal place of business and according to the law of those courts or at the option of the Merchant, by the Courts according to Italy law where the Carriage includes shipment to or from Italy and by the law according to Italy law where the Carriage includes shipment to or from Italy.